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Plans arranged and administered by:



Underwritten by:



**ACE American Insurance Company** 

### ABOUT OUR COMPANY

Founded in 1970, Myers-Stevens & Toohey Co., Inc. (MS&T) provides its clients with superior customer service, state-of-the-art technology and over 50 years of experience and knowledge in the very specialized area of student accident and sickness insurance.

As a fully licensed Managing General Agency/Third-Party Administrator (MGA/TPA), we provide integrated insurance solutions to thousands of school systems throughout the Western and Midwestern states. Our clients include school districts, private and charter schools, colleges, consortiums, JPAs, amateur/youth sports programs, foundations, booster clubs and similar organizations serving the needs of young people.



- We are a full-service administrator with on-site claims adjudication and personal customer assistance
- Accident-only, as well as accident & sickness options
- Plans and benefit levels designed to minimize out-ofpocket costs
- Freedom to seek care from any licensed provider
- Optional access to extensive networks to further reduce costs
- Convenient direct billings to help prevent coverage lapses
- Bilingual customer service and coverage descriptions available in several different languages

## MS&T'S UNDERWRITING COMPANY

MST has been working with ACE American Insurance Company (a CHUBB member company) to underwrite its student insurance programs for over 20 years. This long-term relationship gives us the trust needed to optimally design our programs to best fit the needs of our schools and students. Additionally, we have the flexibility needed to address special situations as they arise.



### **Overview**

Chubb is the world's largest publicly traded property and casualty insurer, providing commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance.

- As an underwriting company, we assess, assume and manage risk with insight and discipline
- Chubb operates in 54 countries and territories, with approximately 40,000 employees serving a diverse group of clients worldwide

# Balance Sheet Strength (As of December 31, 2023)

- Total assets of \$228.9 billion
- Total capital, which reflects our capacity to take on risk, of \$74.3 billion
- Net loss reserves of \$60.2 billion back our policyholder commitments
- Book value, or shareholders' equity in the company, is \$59.5 hillion
- Total investments of \$136.7 billion are predominantly investment grade fixed income securities

Current Ratings <sup>1</sup>				
Rating Agency Ratings	Financial Strength Rating	Outlook		
S&P	AA	Stable		
A.M. Best	A++	Stable		
Fitch	AA	Stable		
Moody's	Aa3	Positive		

<sup>1</sup>Ratings apply to Chubb's core operating insurance companies as of January 04, 2024. For ratings of individual insurance companies, see Investor Information on investors.chubb.com.

## **Balanced, Diversified Leader**

- The leading personal lines insurer for America's successful individuals and families and a large personal lines provider globally
- A global leader in personal accident and supplemental health insurance
- A P&C reinsurer
- An international life insurer focused on Asia

## Even with the best of precautions...

Students may still sustain serious or fatal injuries while going to school, playing sports, attending field trips, or simply being in class. Traumatic brain injuries, coma, paralysis, and loss of life are examples of the catastrophic losses that can occur. Such injuries typically come with medical bills and other expenses that far exceed those associated with injuries that are not life altering.

By providing Catastrophic Injury Coverage, schools and districts can help seriously injured students and families ease their financial concerns. In addition, Catastrophic Injury Coverage allows students and families to access the care they need, reduce potential liability costs for the school or district, provide for final expenses when needed and promote healing of the community as a whole.

## Catastrophic accidents do not limit themselves to sports

Many governing bodies for sports already require member schools to carry a catastrophic injury policy for athletics and a number of school property and casualty pools and consortiums have followed suit.

The need for catastrophic coverage is clear and although they are most commonly associated with athletic participation, these injuries are not relegated to sports activities alone. The transportation of students, specialized electives, physical education, natural disasters and on-campus violence are just a few examples of how these injuries can occur in areas other than the playing field.

#### No one likes to talk about it

On-campus violence is an issue that cannot be ignored. Violent acts on campus don't affect just those directly involved, but the community as a whole. If a student is killed as a result of criminal violence while participating in a covered activity, the Crisis Management Benefit can provide additional funds to help both the school (or district) and Covered Person/s deal with the aftermath as best fits their needs.

#### **COVERAGE OPTIONS**

#### **CLASS 1 - Interscholastic Athletics/Activities Coverage**

Covers students while participating in school sponsored and directly supervised games and official practice sessions of interscholastic sports and supporting activities (band, cheerleaders, majorettes, student coaches, student trainers, and student managers) and while traveling directly and without interruption between school and the site of such activities.

#### **CLASS 2 - Student Activities Coverage**

Covers students while on premises when school is in session and while participating in school sponsored and directly supervised activities (except interscholastic athletics), and while traveling directly and without interruption between school and the site of such activities and while traveling directly and without interruption between home and school to attend regularly scheduled classes (includes one hour immediately before and after regularly scheduled classes).

#### **CLASS 3 - Religious Education Activities Coverage**

All students attending church or school sponsored and supervised elementary level religious education activities.

#### **CLASS 4 - Youth Ministry Activities Coverage**

All students attending church or school sponsored and supervised Youth Ministry religious education activities.

#### CLASS 5 - Adult/Parent Volunteers Coverage

All adult/parent volunteers participating as a school volunteer in any sponsored activity, and while traveling directly without and without interruption between school and the site of such activities.

#### **CLASS 6 - Summer Sports and Conditioning**

Covers students while participating in school sponsored and directly supervised sports and conditioning activities conducted during the summer, and while traveling directly and without interruption between school and the site of such activities.

#### **ELIGIBILITY**

All enrolled students and volunteers of the participating School/District.





#### PROGRAM COMPONENTS

#### Accident Medical Expense Benefits \$1,000,000 / \$5,000,000 / \$7,000,000 Maximum Benefits per Injury

Benefits are paid on an excess basis at 100% of Usual, Customary and Reasonable charges for up to ten years from the date of injury up to the maximum selected. The first eligible expense must be incurred within 180 days of the Covered Accident. A deductible of \$25,000 applies and eligible expenses to satisfy the deductible must be incurred within two years of the Covered Accident. Benefits payable under one of our other student accident plans or other primary health plan can go towards satisfaction of the deductible.

#### NOTE: The deductible will be waived under certain conditions. These are:

Complete and irrecoverable loss of sight in both eyes	Death occurring within 30 days as a result of a Covered Accident
Loss of any two limbs, hands or feet	Coma
Total and irreversible paralysis of any two limbs as a result of covered Injury to the spinal cord	Brain death

## Benefits below are payable in addition to the Accident Medical Expense Benefit:

#### Catastrophic Cash Benefit \$500,000 / \$1,000,000 / \$1,500,000 Cash Benefit Maximum

If, as a result of a covered Injury an Insured suffers Paralysis or Coma, benefits for each Covered Accident will be paid as indicated in the Table of Losses. Paralysis or Coma must occur within 180 days from the date of the covered Accident, continue for 6 consecutive months, and have a prognosis that such loss will be permanent. If the Insured incurs more than one loss as the result of the same covered Accident we will only pay one benefit, the largest, for which the Insured Person is covered. In no event will the amount paid exceed the Catastrophic Cash Maximum Amount selected in the application.



TABLE OF LOSSES % OF MAXIMUM BENEFIT AMOUNT				
Coma	100%	A lump sum payment equal to 20% of the		
Paralysis of two or more Upper and/or Lower Limbs	100%	Maximum Benefit Amount will be paid after 6 months, thereafter a monthly benefit will be		
Paralysis of one Lower Limb or One Upper Limb	50%	paid for up to 10 years.		

#### **Traumatic Brain Deficit Benefit** \$250,000 Maximum

If an Insured suffers an injury to the brain which 1) occurs, and is diagnosed by a Doctor; 2) results in measurable, neurological deficit persisting for the lesser of at least 12 consecutive months or the time at which maximum recovery has been reached; 3) requires permanent daily personal supervision; and 4) results in the inability of the Insured to perform independently three or more of the following activities of daily living: a) transferring (moving in or out of a bed or chair); b) dressing; c) bathing; d) feeding; e) toileting; or f) continence.

### **Cosmetic Disfigurement from Burns Benefit** \$150,000 Maximum

If, as a result of a Covered Injury, an Insured suffers third or fourth degree burns in one or more areas of the body, benefits will be paid as determined by the formula specified in the policy.

#### Special Adaptation Expense Benefit \$150,000 Maximum

If an Insured suffers a "presumptive disability" (see Definitions on page 4) from a covered Accident and requires a special housing adaptation or a special vehicle to accommodate the disability, benefits will be paid up to \$75,000 for the housing adaptation and/or up to \$75,000 for the special vehicle. Benefits are not payable unless the Insured's physician certifies them as necessary.

#### Seatbelt and Airbag Benefit \$5,000 Maximum

If the Insured dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile, the Company will pay a benefit of 10% of the Principal Sum, up to \$5,000. An additional benefit will be paid, if the Insured was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag). Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Insured's claim to the Company. In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the Covered Accident.

#### **Crisis Management Benefit**

#### \$25,000 Lump Sum payable to the Policyholder and \$100 per session for up to 10 sessions payable to the Covered Person

If one or more Covered Persons are killed as a result of criminal violence within 180 days of participating in a sponsored and supervised Covered Activity on school premises, We will pay the Crisis Management Benefit shown in the Schedule of Benefits to the School or School district. In addition, we will pay the individual counseling benefit to the Covered Persons as shown on the Schedule of Benefits.

The Covered Activity includes a time period of one hour before the first scheduled period of instruction or Covered Activity and ends one hour after the last scheduled period of instruction or Covered Activity.

## Accidental Death and Dismemberment, Loss of Sight, Speech and Hearing Benefits

If injury to the Insured shall result, within 180 days from the date of the Covered Accident, in any one of the losses specified below, the Company will pay the Benefit indicated. The following benefits are paid in addition to the Accident Medical Expense Benefit. If more than one of such specified losses shall result from the same covered Accident, only one amount, the largest, shall be paid.

AD&D Principal Sum is Option I: \$25,000 Option II: \$50,000			
% OF PRINCIPAL SUM			
Loss of life	100%		
Loss of one hand, one foot, sight in one eye, speech or hearing	40%		
Loss of both hands, both feet, sight in both eyes, speech or hearing	200%		
Loss of thumb and index finger of the same hand	20%		
Heart or circulatory malfunction death benefit	100%		

\*Payable for Loss of Life due to Heart, Circulatory or Pulmonary Malfunction that occurs within 72 hours of participation in a covered activity that is causally connected to such Malfunction (see Definitions on page 4).

#### **EXCLUSIONS**

- 1. Routine physical examinations and routine testing; preventive testing or treatment; screening examinations or testing in the absence of Injury.
- 2. Dental care or treatment including damage to or loss of dentures or bridges or damage to existing orthodontic equipment. This exclusion does not apply to care of sound, natural teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under the Policy.
- War or any act of war, declared or undeclared
- 4. Participation in a Riot; fighting or brawling, except in self-defense; commission of or attempt to commit a felony or violating or attempting to violate any duly enacted law. "Riot" means a public disturbance involving an assemblage of five (5) or more persons which by tumultuous and violent conduct or the threat thereof creates grave danger of damage or injury to property or persons. An exclusion for Riot shall apply only when a person willfully engages in a Riot or willfully incites or urges other persons to engage in a Riot.
- 5. Intentionally self-inflicted Injury, suicide or attempted suicide.
- 6. Injury or Sickness contributed to by the use of alcohol or drugs unless taken in the dosage and for the purpose prescribed by the Covered Person's Doctor.
- 7. Participation in or practice for interscholastic tackle football; intercollegiate sports; semi-professional sports; professional sports. (except as specified in the Coverage Descriptions) (does not apply to the Dental Accident Plan)
- 8. Any Injury that is caused by: Flight in, boarding or alighting from an Aircraft, except as a fare-paying passenger or School chartered aircraft, Military Airlift Command or JROTC Program.
- 9. Any elective treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by Us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States.
- 10. Treatment, care or services rendered for an Injury covered by Workers' Compensation Employers' Liability or similar occupational laws. Expenses payable by any automobile insurance policy without regard to fault.
- 11. Covered medical expenses for which the Covered Person would not be responsible for in the absence of the Policy.
- 12. Treatment, services or supplies provided by the School's infirmary or its employees, or by medical providers Doctors, or Other Medical Care Providers who work for the School or are contracted or retained by the School. Treatment by persons employed or retained by the Policyholder, or by any Immediate Family or member of the Covered Person's household.
- 13. Treatment, services or supplies provided or paid for by any governmental program or law, except Medicaid, Medicare or Tricare.
- 14. Mental or Nervous Disorders.
- 15. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food, except as provided by the Policy.
- 16. Supplies, except as otherwise provided in the Policy.
- 17. Treatment of osteomyelitis.
- 18. Treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, hernia, detached retina unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment (except as provided in the Policy).

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including but not limited to, the payment of claims.

#### Definitions

Accident means a sudden, unexpected and unintended incident. Covered Accident means an Accident that results in Injury or loss covered by the Policy. Coinsurance means the percentage of Covered Expenses after any Deductible is applied, that are payable under this Policy. Covered Expenses means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by the Policy. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained. Covered Loss or "Covered Losses" means an accidental death, dismemberment or other Injury covered under the Policy. Disappearing Deductible means the dollar amount of Covered Expenses the Covered Person must incur before We pay any benefits. The Deductible may be satisfied by Other Valid and Collectible Insurance. The Disappearing Deductible is shown on the Schedule of benefits. **Emergency Sickness** means a Sickness of such a nature that failure to get immediate medical care could put the person's life in danger or cause serious harm to the person's bodily functions. **Heart and Circulatory Malfunction** means myocardial infarction, angina pectoris, coronary thrombosis, cardiac arrest or a cerebral vascular accident. Injury means accidental bodily harm sustained by a Covered Person that results directly from an Accident (independently of all other causes) and occurs while coverage under the Policy is in force. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury. Medically Necessary or Medical Necessity means the services or supplies provided by a Hospital, Doctor, or other provider that are required to identify or treat an Injury and that, as determined by The Company, are: (1) consistent with the symptom or diagnosis and treatment of Injury or Sickness; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Covered Person; and (4) the most appropriate supply or level of service that can be safely provided. When applied to the care of an Inpatient, it further means that the Person's medical symptoms or condition requires that the services cannot be safely provided as an outpatient. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy. Other Valid and Collectible Insurance means any: 1) group plan, program, or insurance policy; 2) any other group hospital, surgical or medical benefit plan; or 3) union welfare plans or group employer or employee benefit programs. Other Valid and Collectible Insurance will not include benefits provided by the United States Social Security Act, any individual health insurance plans or any individual disability insurance plans. Presumptive Disability means the complete and irrecoverable loss of sight of both eyes, speech, hearing in both ears, or of any two limbs, hands or feet, provided the loss occurs within one year of the Covered Accident. Pulmonary Malfunction means failure of the lungs to operate in the normal manner. School Activity means any activity that is sponsored and supervised by the School. It does not include camps or clinics relating to athletics or cheerleading that are sponsored, controlled and, or organized by any non-School group. Sickness means an illness, disease or infection commencing while coverage under the Policy is in force. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness. Usual, Customary and Reasonable Charge means the prevailing amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Vehicle means a private passenger land motor vehicle. It includes automobiles, vans, and four wheel drive vehicles. It does not include a vehicle used for farming, commercial business, racing or any type of competitive speed event.

#### Facility of Payment

Whenever payments that should have been made under the Policy are made by any other policy, the Company reserves the right, at their sole discretion, to pay over to any plan making such other payments, any amounts the Company determines are warranted in order to satisfy the intent of this provision. The amounts paid are considered benefits paid under the Policy and, to the extent of such payments, the Company shall be fully discharged from liability under the Policy. In no event will the Company pay more than the benefits payable under the Policy for all policies providing the same or similar benefits issued to the Policyholder and underwritten by the Company.

Primary Coverage Waiver - Failure by a Covered Person to follow the terms and conditions of his or her primary coverage will result in a benefit reduction of Covered Expense to 50% of the amount otherwise payable under the Policy. This limitation will not apply to treatment for Emergency Sickness or Medical Emergency. (Does not apply to optional, voluntary purchase plans)

#### **Important**

Plans do not constitute comprehensive health insurance coverage (often referred to as "major medical coverage") and do not satisfy a person's individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA).

Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at <a href="http://www.chubb.com">http://www.chubb.com</a>. Insurance provided by ACE American Insurance Company and its U.S. based Chubb underwriting company affiliates. All products may not be available in all states. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Surplus lines insurance sold only through licensed surplus lines producers. Chubb, 202 Hall's Mill Road, Whitehouse Station, NJ 08889-1600

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